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July 18, 2007

(Via Facsimile and E-Mail)

Richard T. Garren
Riggs, Abney, Neal, Turpen,
Orbinson & Lewis
502 West 6th Street
Tulsa, Oklahoma 74119-1010

Re: *State of Oklahoma v. Tyson Foods, Inc., et al.*
05-CV-0329-GKF-SAJ, U.S. District Court, Northern District
Objections to Rule 30(b)(6) Notice for Deposition

Dear Mr. Garren:

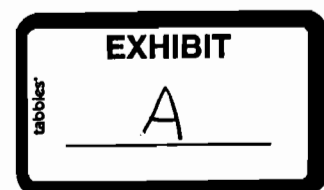
This correspondence sets forth the objections of Peterson Farms, Inc. ("Peterson") to the Amended Notice of Deposition served on July 16, 2007. Specifically, Peterson submits the following objections to plaintiff's Exhibit "A" to the Notice.

A. Definitions

1. Peterson objects to the definition of "you" and "your" as this definition seeks to expand the obligation of Peterson's corporate designee(s) to offer binding testimony on behalf of entities other than the separate defendant, Peterson Farms, Inc. Peterson's designee(s) will appear solely to testify on behalf of Peterson, and no other entity.

2. Peterson objects to the definition of "your poultry growing operations" as suggesting or inferring a relationship between Peterson and its contract growers as something other than as independent contractors. We are well aware of plaintiff's litigation position, and plaintiff is aware of Peterson's. Accordingly, Peterson will not accept or adopt plaintiff's definitions that are argumentative or assume facts not in evidence.

3. Peterson objects to "the period of inquiry" as unreasonably burdensome, particularly in light of plaintiff's failure to establish that



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information from such a broad time frame has any probative value to plaintiff's claims of present injury. As explained to you on multiple occasions, Peterson did not track the locations of the contract growers' farms with regard to specific watersheds until a few years ago. Accordingly, specific information regarding former growers' operations in the IRW is difficult to ascertain. Peterson will undertake reasonable efforts to prepare for the subject deposition; however, it does not intend to undertake an expensive and difficult research project in order to comply with plaintiff's Notice.

4. Peterson objects to plaintiff's definition of "poultry waste" as vague, overly broad and argumentative. Peterson does not object to the term "poultry litter."

5. The foregoing objections to plaintiff's terminology serve as continuing objections to each of plaintiff's areas of inquiry wherein the terms are utilized.

B. Areas of Inquiry

1. Peterson objects to Topic 1 on the basis that it is not limited in time, and incorporates its objection to the overly broad "period of inquiry" set forth above.

2. Peterson objects to Topics 3 through 5 as they are overly broad and burdensome. As expressed to you in Peterson's prior discovery responses, Peterson does not track the poultry feed it produces by watershed. Peterson also objects to the unlimited time frame of this topic. Peterson will make reasonable efforts to be prepared to testify about its poultry feed; however, it will not undertake an unreasonable and expensive research project in order to comply with the Notice.

3. Peterson objects to Topic 6 as overly broad and burdensome as it is unlimited in time, and incorporates its objection to the "period of inquiry" set forth above. Peterson has provided this information to plaintiffs pursuant to its prior discovery requests, and although Peterson will undertake reasonable efforts to prepare for the deposition, it is not feasible for any corporate designee to be equipped to testify about each and every contract farm within the IRW.

4. Peterson objects to Topics 7 and 8 on the same basis as the objections stated above with regard to the unlimited time frame, and the fact that the Topics seek information categorized in a manner in which it is not kept, *ie.*,

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by watershed. Peterson has provided plaintiff with grower files, and placement and kill schedules from which plaintiff can discern these numbers for itself. Peterson will undertake reasonable efforts to prepare for the deposition; however, it is not feasible for any corporate designee to be equipped to testify about the production and feed consumption at each and every contract farm within the IRW.

5. Peterson objects to Topics 9 through 13 as overly broad and burdensome due to its unlimited time scope, and incorporates its objection to the "period of inquiry" set forth above.

6. Peterson objects to Topics 14 through 19, and 21 through 22 as overly broad and burdensome due to its unlimited time scope, and incorporates its objection to the "period of inquiry" set forth above. Peterson also objects to these Topics as it did when it responded to plaintiff's written discovery framed in the same manner. Plaintiff's use of the terms "run-off/dischARGE/release" is overly broad and vague, and fails to distinguish between the acts of nature or the volitional acts of man. It is also unclear what these terms mean in the spatial sense, i.e., at what point can substance or occurrence be classified as run-off, a discharge, or a release?

7. Peterson objects to Topics 20, 23 and 25 as overly broad and burdensome due to its unlimited time scope, and incorporates its objection to the "period of inquiry" set forth above.

8. Peterson objects to Topics 28 and 29 as they are not limited in time or to matters relevant to the claims or defenses in the lawsuit. Peterson also objects to responding to any inquiries with regard to the Poultry Community Council and Poultry Partners to the extent such inquiries seek to invade the attorney-client communication or common interest privileges, or the attorney work product doctrine. Furthermore, Ken Williams has advised all parties that his client is asserting the position that information related to the donors to Poultry Partners is confidential business information. Peterson intends to honor Poultry Partners' position.

9. Peterson objects to Topic 31 as the Court has deemed matters associated with the *City of Tulsa* case and the Eucha/Spavinaw Watershed as outside the scope of discovery in this case.

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10. Peterson objects to Topic 33 to the extent any inquiry invades the attorney-client communication or common interest privileges, or the attorney work product doctrine.

11. Peterson objects to Topic 36 to the extent any inquiry solicits confidential and/or proprietary business information, which is not relevant to any claim or defense in the lawsuit.

Should you wish to discuss these objections prior to the deposition, or if you wish to modify any of the areas of inquiry to address these objections, please feel free to contact me.

Best regards,

MCDANIEL, HIXON, LONGWELL & ACORD, PLLC



A. Scott McDaniel

ASM:jlw

cc: Counsel of Record (*via e-mail*)

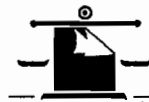
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Fax Call Report



MHL&A, PLLC
918-382-9282
Jul-18-2007 3:38PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
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FAX COVER SHEET

July 18, 2007

Please deliver the following pages to:

Attn: Richard T. Garren
Company/Firm: Riggs, Abney
City & State: Tulsa, Oklahoma
Client/Matter No.: 114-004
Fax No.: 918-587-9708

From: A. Scott McDaniel
Telephone No.: (918) 382-9200

Number of Pages (including this cover sheet): 5

McDaniel, Hixon, Longwell & Acord, PLLC Fax Number: (918) 382-9282

Additional Message:

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